

# UNOFFICIAL COPY

This Indenture Witnesseth, That the grantor 24875766  
Stephen C. Brull, a widower  
of the Village of Oak Park in the County of Cook and State of Illinois  
for and in consideration of the sum of Ninety nine thousand nine hundred fifty nine and 23/100 Dollars  
in hand paid, CONVEY and WARRANT to Capitol Bank of Chicago  
of the City of Chicago County  
of Cook and State of Illinois the following described real estate, to-wit:

The East 1/2 of the East 1/2 of Lot 14 in John D. Vandercook's  
Subdivision of part of the Northeast 1/4 of Section 6 and part of  
the Northeast 1/4 of Section 5 Township 39 North, Range 13 in  
Cook County, Illinois

situated in the Village of Oak Park County of Cook, and State of Illinois

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois  
and all right to retain possession of said premises after any default in payment or a breach of any of the covenants or agreements herein contained;  
in trust nevertheless, for the following purposes:

Whereas, The said Stephen C. Brull, a widower Grantor  
herein is justly indebted upon a Promissory Note, bearing even date herewith, payable to the order of  
Capitol Bank of Chicago all as more fully set forth in said  
promissory note

Now, If default be made in the payment of the said Promissory Note, or of any part thereof, or the interest thereon,  
or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste, or non-payment of taxes or assessments  
on said premises, or of a breach of any of the covenants or agreements herein contained, then in such cases the whole of said principal  
sum and interest, secured by the said Promissory Note shall thereupon, at the option of the legal holder or holder  
thereof, become immediately due and payable; and on the application of the legal holder of said Promissory Note or either of them, it shall  
be lawful for the said grantor, or his successor in trust, to either into and upon and take possession of the premises hereby granted, or any part  
thereof, and to collect and receive all rents, issues and profits thereof; and, in his own name or otherwise, to file a bill or bills in any court  
having jurisdiction thereof against the said party of the first part, his heirs, executors, administrators and assigns, to obtain a  
decree for the sale and conveyance of the whole or any part of said premises for the purposes herein specified, by said party of the second part,  
as such trustee or as special commissioner, or otherwise, under order of court, and out of the proceeds of any such sale to first pay the costs of  
advertising, sale and conveyance, including the reasonable fees and commissions of said party of the second part, or person who may be appointed  
to execute this trust, and reasonable Dollars attorney's and solicitor's fees, and also all other expenses of  
this trust, including all moneys advanced for insurance, taxes and other liens or assessments, with interest thereon at seven per cent per annum,  
then to pay the principal of said note, whether due and payable by the terms thereof or the option of the legal holder thereof, and all interest  
due thereon, rendering the surplus, if any, unto the said party of the first part, his legal representatives or assigns, on  
reasonable request, and it shall not be the duty of the purchaser to see to the application of the purchase money.

And It is further provided and agreed, that upon the filing of any bill of complaint in any court having jurisdiction thereof, to foreclose this  
Trust Deed, such court may at once upon application therefor, appoint Capitol Bank of Chicago or any  
suitable person, receiver, with power to receive and collect the rents, issues and profits arising out of the said premises, and apply the same  
toward the payment of the expenses and costs in such proceeding, and any remainder upon said indebtedness; and that said Receiver shall have  
the full power of receivers, and such other power in the premises as to said Court shall seem proper.

And Said first party hereby agrees, that he will, in due season, pay all taxes and assessments on said premises, and will keep all  
buildings that may at any time be on said premises, during the continuance of said indebtedness, insured in such company or companies and for  
an amount not exceeding the amount of said indebtedness, as said second party, or the holder of said note may from time to time direct,  
and will properly assign such policy or policies of insurance to said party of the second part as further security for the indebtedness aforesaid.  
And in case of the refusal or neglect of said party of the first part to insure, or assign the policies of insurance, or to pay taxes as aforesaid,  
said party of the second part or his successor in trust, or the holder of said note, may procure such insurance, or pay such taxes; and all  
moneys thus paid, with interest thereon at seven per cent per annum, shall be and become so much additional indebtedness, secured to be paid  
by this Trust Deed.

When The said note and all expenses accruing under this Trust Deed shall be fully paid, by said grantee or his successor or legal  
representatives shall re-convey all of said premises remaining unsold to the said grantor or his heirs or assigns, upon receiving  
his reasonable charges therefor. In case of the death, resignation, removal from said Cook County, or other inability  
to act of said grantee then Capitol Bank of Chicago

of said Cook County is hereby appointed and made successor in trust herein, with like power and authority, as is hereby  
vested in said grantee. It is agreed that said grantor shall pay all costs and attorney's fees incurred or paid by said grantee or the holder  
or holders of said note, in any suit in which either of them may be plaintiff or defendant, by reason of being a party to this Trust Deed, or a  
holder of said note, and that the same shall be a lien on said premises, and may be included in any decree ordering the sale of said premises  
and taken out of the proceeds of any sale thereof.

Witness, The hand and seal of the said grantor, this 26th day of February, 1979 A.D.

CAPITOL BANK OF CHICAGO  
4801 W. FULLERTON AVENUE  
CHICAGO, ILLINOIS 60639

Stephen C. Brull (SEAL)  
(Seal)

RETURN TO

24875766

This document prepared by:  
W.K. LATOUBETTE  
4801 W. FULLERTON  
Chicago, Illinois 60639

# UNOFFICIAL COPY

RECORDED BY DEPT. OF  
COOK COUNTY ILLINOIS

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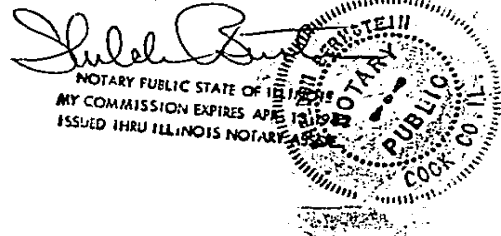
10.00

State of Illinois } ss.  
County of Cook } J. Sheldon Bernstein

\_\_\_\_\_ in and for said County, in the  
State aforesaid, Do Hereby Certify, That Stephen C. Brull, a  
\_\_\_\_\_ widower

personally known to me to be the same person whose name \_\_\_\_\_ is  
subscribed to the foregoing instrument, appeared before me this day in person,  
and acknowledged that he signed, sealed and delivered the said instrument  
as his free and voluntary act, for the uses and purposes therein set  
forth, including the release and waiver of the right of homestead.

Given under my hand and \_\_\_\_\_ notary seal, this  
26th day of February, A. D. 1979



10 OCT 1979

TRUST DEED

STATUTORY FORM  
With Clause for Receiver and Insurance

TO

CAPITOL BANK OF CHICAGO  
4801 W. FULLERTON AVENUE  
CHICAGO, ILLINOIS 60639

Return to

(CAPITOL BANK OF CHICAGO  
4801 W. FULLERTON AVENUE  
CHICAGO, ILLINOIS 60639)

24875766

END OF RECORDED DOCUMENT